

# MORTGAGE RECORD No. 40.

FIRST MORTGAGE - RAILROAD BOOK CO. LEAVENWORTH, KAN., No. 1204

This Indenture, Made this 23<sup>rd</sup> day of March in the year of our Lord Nineteen  
Hundred and five between J. H. Austin, and Mammie E. Austin, his wife  
(being of lawful age) of the  
County of Lyon and State of Kansas, of the first part, and  
Wilder S. Metcalf, of Lawrence, Kansas, of the second part.

Witnesseth, That the part ies of the first part, in consideration of the sum of \$ 500,  
Five Hundred DOLLARS

to them in hand paid, the receipt whereof is hereby acknowledged, he do sold and by these presents do grant, bargain sell and convey to the  
said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of  
Douglas, and State of Kansas, described as follows, to wit: The West half of the South  
West quarter of Section Thirty one (31), in Township Eleven (11)  
South of Range Eighteen (18) East of the Sixth P.M. except a  
tract in the South West Corner thereof, Sixty two (62) rods  
North and South by Eighteen (18) rods East and West, the land  
herein conveyed being fifty two Acres, more or less,

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said part ies of the first part do  
herely covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a  
good and indefeasible state of inheritance therein, free and clear of all incumbrances, that they have good right to sell and convey said  
premises, and that they will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the Sum of \$ 500, Five hundred  
DOLLARS, and interest thereon, according to the terms of one certain  
mortgage note and two interest notes or coupons, this day executed by the said parties of the first part, to wit:

Note No. 1, for Five hundred Dollars, due May 1st, 1910  
Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 1910  
Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 1910  
all dated March 23<sup>rd</sup> 1905, payable to Wilder S. Metcalf

or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City  
N. Y., with interest payable semi-annually on the first day of May and Nov in each year, according  
to coupons attached to said note. The part ies of the first part further agree that they will pay all taxes and assessments upon the said  
premises before they shall become delinquent; and they will keep the buildings on said property, insured for \$ 250, in some approved  
Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part ies of the first part. But if default  
be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the  
agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of  
the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first part ies  
agree to pay to said second party or his assigns, interest at the rate of ten per cent. per annum, computed semi-annually on said principal note, from date  
thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total amount  
of interest collected shall be and not exceed the legal rate of ten per cent. per annum; but the part ies of the second part may pay any unpaid taxes charged against  
said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent. per annum, in  
any suit for foreclosure of this mortgage; and it shall be lawful for the part ies of the second part, his executors, administrators or assigns,  
at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement waived or not, at the option of the part ies  
of the second part, and out of all the moneys arising from such sale, to retain the amount then due, or to become due, according to  
the condition of this instrument, and interest at ten per cent. per annum, from the time of said default until paid, together with the costs and charges of making such  
sale, to be taxed as other costs in the suit.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hands and seals the day and year first above  
written.

J. H. Austin (SEAL)  
Mammie E. Austin (SEAL)  
(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,  
County of Lyon

BE IT REMEMBERED, That on this 30<sup>th</sup> day of March A. D. 1905, before me, a  
Notary Public, in and for said County and State, came J. H. Austin and  
Mammie E. Austin, husband and wife to me personally known to be the same  
persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.  
My Commission expires February 27<sup>th</sup> 1908, D. W. McKinley  
Notary Public

Filed for Record the 1st day of April A. D. 1905, at 4<sup>10</sup> o'clock P. M.  
W. M. Armstrong  
Deputy, Register of Deeds.

for Release see Book #7 Page 257  
for Acknowledgment see Book #7 Page 257

The following is enclosed on the original instrument  
that the same is a copy of the original instrument in full